

Northern Virginia Salt Management Strategy Development

Contracting Tools & Mechanisms, Non-Traditional BMP Workgroup

Department of Public Works and Environmental Services
Working for You!



A Fairfax County, VA, publication

Overview

•Action Item: Review Contract Templates

Source Materials

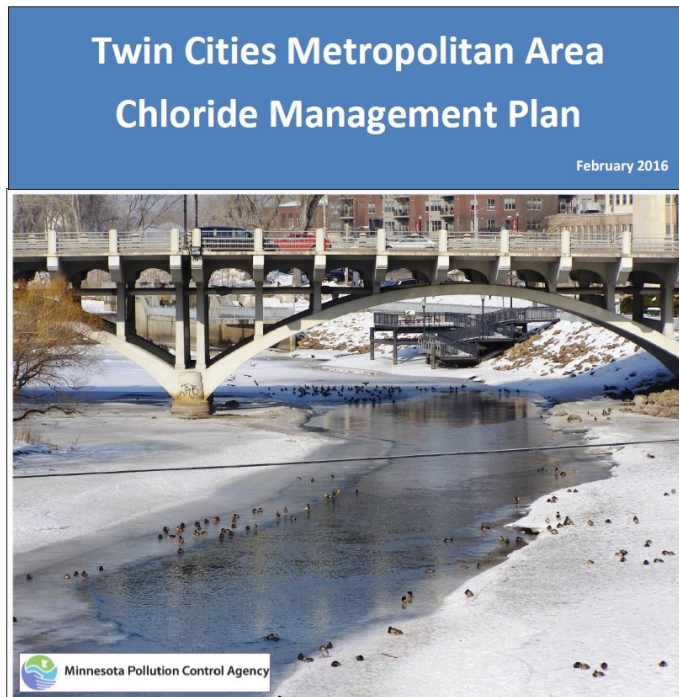
•Contract Template Development Process

Contract Template Contents

Summary and Closing

Source Material

Action Item: Review available contracting tools and mechanisms and identify which work best for various scenarios



1. Snow & Ice Management Association (SIMA)
2. Minnesota Template (City of Edina)



Organization:

- **Scope**
- **Terms and Conditions**
- **Pricing Scenarios**

Defines:

- Area of interest
- Level of service
- Insurance requirements
- Special considerations, such as customer confirmation when clarifications are required

Organization:

- **Scope**
 - **Terms and Conditions**
 - **Pricing Scenarios**
- Termination clause
 - Payment terms
 - Dispute Prevention / Resolution
 - Severability
 - Hold Harmless
 - Shortages
 - Extra Service

Organization:

- **Scope**
- **Terms and Conditions**
- **Pricing Scenarios**

Per Season:

- Start & End dates
- Expected Total Snowfall Amount
- Number of Ice events to be covered
- Services not covered (additional cost items)
- Extreme Weather Events & Cost adjustments

SIMA Contract Template (continued)

Organization:

- **Scope**
- **Terms and Conditions**
- **Pricing Scenarios**

Per Event:

- Trigger Depths:
 - 3" – 5.9" = \$100
 - 6" – 8.9" = \$300
 - 9" – 11.9" = \$500 (etc.)
- Deep Snow (Cost per inch over 15")
- Ice Storms
- Fast Accumulating Snow
- Wet Heavy Snow
- Specialized Equipment needs

SIMA Contract Template (continued)

Organization:

- **Scope**
- **Terms and Conditions**
- **Pricing Scenarios**

Per Visit:

- Three versions, all very simple one-pagers.

Minnesota Template

Advisory Committee

- Facilitated by Consultants
- SIMA
- MN Nursery & Landscape Association,
- MN Pollution Control Agency
- MN Dept. of Administration
- Metropolitan Council
- City of Edina
- Service Contractors
- Property Managers
- Active Citizens




Framework and Goals

- Owner and contractor express mutual intent to utilize best practices.
- Best practices are defined.
- Owner and contractor state their intent that the use of best practices not reduce effectiveness or safety.
- Required Training and Documentation
- Define site owner & contractor responsibilities

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Minnesota Template - Resources



Create AccountLog in

HomeAboutContactLog In

Winter Maintenance Assessment Tool (WMA_t)

You are not currently logged in.

If you have previously created an account:

User Account Login

If you are a new user, please create a WMA_t user account:

Create WMA_t User Account

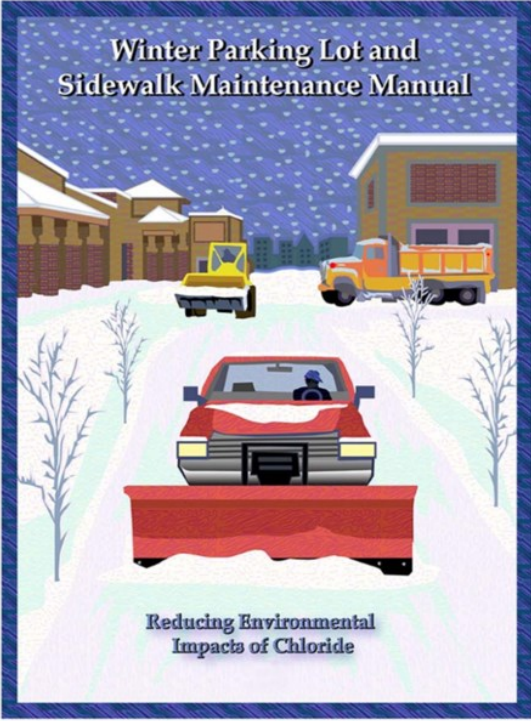
To learn more about road salt, visit the [Water Quality Website](#).

Smart Salting Level 1

Individual road salt applicators learn best practices to reduce salt use while maintaining road safety. Find upcoming trainings and a list of salt applicator holders.

Smart Salting Level 2

Certification for public and private organizations, to help them reduce salt use and steps to minimize it. Find out how to become certified and a list of holders.





SIMA Best Practices

Creating Common Ground

Best Practices Checklist

This tool can be used by anyone who is seeking to hire contractors themselves, to assess the various attributes of a snow removal management operation. It is also valuable for insurance companies to assess the level of professionalism/sophistication of a snow removal contractor.


HANDBOOK


Manual Number 2005-01 REV

Minnesota Snow and Ice Control

Field Handbook for Snowplow Operators
Second Revision

MINNESOTA LTAP
CENTER FOR
TRANSPORTATION STUDIES
UNIVERSITY OF MINNESOTA


Minnesota Department
of Transportation


Minnesota Local Road
Research Board



Minnesota Template – Contract Organization

- **Description of Services**
 - **Pricing and Payment**
 - **Snow Removal**
 - **BMP Usage**
 - **Duty of Care, Indemnification, & Insurance Requirements**
- Reviews damage that chlorides cause to environment and structural features
 - Defines BMPs & concludes and affirms that BMPs will not compromise effectiveness or safety
 - Allows for exercising judgement at particular site based on conditions
 - Conscious, thoughtful choice to use BMPs, deviation is not whim or inattention
 - If there is an allegation that BMPs did reduce effectiveness & safety, owner & contractor can point to considerations & weighing all factors for treatment

Minnesota Template – Contract Sections

- **Description of Services**
 - **Pricing and Payment**
 - **Snow Removal**
 - **BMP Usage**
 - **Duty of Care, Indemnification, & Insurance Requirements**
- Suggests contract explicitly indicate pricing impact of BMPs, by mutual intent & forethought
 - Lower costs observed due to reduced deicer usage
 - Potential cost increase associated with training, recordkeeping, equipment, labor, site visits
 - Fee schedule (per season, per event, per visit, etc.)



Minnesota Template – Contract Sections

- **Description of Services**
 - **Pricing and Payment**
 - **Snow Removal**
 - **BMP Usage**
 - **Duty of Care, Indemnification,
& Insurance Requirements**
- Define Trigger Depths
 - Plowing / Shoveling
 - Blizzards, Heavy Snow, Wind



Minnesota Template – Contract Sections

- **Description of Services**
- **Pricing and Payment**
- **Snow Removal**
- **BMP Usage**
- **Duty of Care, Indemnification, & Insurance Requirements**
 - Training & Certification
 - Using Appropriate material at proper amount & rate
 - Correct procedures for temperature & conditions
 - Accurate, regular recordkeeping & data recording
 - Special treatment (areas left unmanaged by design)
 - Cleanup of unused/spilled materials
 - Responsible storage of deicing materials

Minnesota Template – Contract Sections

- **Description of Services**
 - **Pricing and Payment**
 - **Snow Removal**
 - **BMP Usage**
 - **Duty of Care, Indemnification, & Insurance Requirements**
- Service provider assumes obligation of competence and to follow industry standards (protects site owner)
 - Following BMPs may not result in standard model; All surfaces may not be cleaned to bare pavement (protects service provider)
 - Deviation from BMPs – contractor cannot proclaim BMPs followed to cover for substandard work (training, documentation, proof)
 - Failure to achieve equivalent effectiveness and safety does not mean that owner and contractor failed to use due care (protects both from 3rd party)

Summary & Closing

- **SIMA and Minnesota contract templates complement each other**
- **Minnesota template leverages other SaMS artifacts**
- **Challenge to move from Time & Material to Fixed Price contracts**

Additional Information

For additional information, please contact

Martin Hurd

703 324 5644

martin.hurd@fairfaxcounty.gov

www.fairfaxcounty.gov/publicworks